REMARKS

Claims 1-16 are all the claims pending in the application. Currently, claims 1-16 stand rejected.

Claims Rejected Under 35 U.S.C. § 102(b)

The Examiner has rejected claim 1 under 35 U.S.C. § 102(b) as allegedly anticipated by U.S. Patent Publication Number 2002/0111180 to Hogan et al. (hereinafter "Hogan"). Claim 1 recites:

> 1. A method for controlling access rights in a cellular mobile radio system, comprising transferring roaming agreement information from a core network to a radio access network of said cellular mobile radio system, wherein said roaming agreement information is transferred independently of messages linked to calls or user equipment.

Previously, Applicant submitted that the present application is patentably distinguishable over Hogan because Hogan fails to disclose or suggest, "transferring roaming agreement information from a core network to a radio access network." Applicant cited the Technical Specification 25.413 of the Iu interface, noting that the specification fails to disclose or suggest the claimed features. In the present Office Action, the Examiner alleges that these arguments failed to comply with 37 C.F.R. § 1.111(b) because they allegedly amount to a general allegation that the claims define a patentable invention without specifically pointing out how the language of the claims patentably distinguishes them over the reference. Further, the Examiner has reasserted the previous grounds of rejection in the current office action. Applicant respectfully disagrees with the Examiner's allegation, and traverses the rejection by reasserting the previous point, and citing specific portions of the MPEP to support our position. Applicant also submits herewith additional technical arguments.

In regards to claim 1, first, Applicant submits that Hogan fails to teach or suggest the transferring of roaming agreement information from a core network to a radio access network, as claimed. The cited portions of Hogan make no mention of roaming agreement information; in fact roaming information is not even discussed in Hogan until later on in the application. The only time roaming is mentioned in Hogan is in regards to subscriber groups, or roaming restrictions, both of which are addressed below. The grounds of rejection allege that Hogan's Iu interface in the control plane, which the core network and radio access network use to communicate, anticipates the transferring of roaming agreement information as claimed. Applicant submits that this is incorrect.

The MPEP states, "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference."[1] Hogan makes no explicit disclosure of transferring roaming information as claimed, therefore, for the rejection to stand, it must be inherent in Hogan that the Iu interface in the control plane transfers roaming agreement information, as claimed. Hogan fails in this regard as well. At the time of the filing of the present application, it would not have been inherent that a disclosure of an Iu interface in the control plane discloses the transfer of roaming agreement information, as claimed.

The Technical Specification 25.413[2] specifies a number of features in the control plane, but nowhere does it disclose or suggest the features, "transferring roaming agreement information from a core network to a radio access network." As the MPEP states, "For a finding

[1] MPEP §2131 (emphasis added).

[2] See Information Disclosure Statement and a Statement Under 37 C.F.R. § 1.97(e) filed on March 4, 2008.

of inherency it must be shown that "the allegedly inherent teaching necessarily flows from the teachings of the applied prior art."[3] It does not necessarily follow that an Iu interface in the control plane would transfer roaming agreement information, as claimed. Therefore, it does not necessarily flow from a disclosure of an Iu interface in the control that there is a transfer of roaming agreement information, as claimed. For *at least* this reason, Applicant submits that Hogan fails to anticipate the present application, and Applicant respectfully requests that the rejection be withdrawn.

In addition to, and independent from the above argument, Applicant submits that Hogan fails to disclose or suggest the second recitation of claim 1, that roaming agreement information is transferred independently of messages linked to calls or user equipment. The grounds of rejection cite a portion of Hogan which describes four methods of handling access rights for third generation WCDMA networks.[4] These four methods are: (1) equivalent PLMNS; (2) forbidden access areas; (3) subscriber groups; and (4) roaming restrictions. The descriptions of these methods not only fail to disclose or suggest that the required roaming agreement information is transferred independently of messages linked to calls or user equipment, some actually disclose the exact opposite. Hogan discloses that an equivalent PLMNS method "*essentially involves* a user equipment unit."[5] A forbidden access areas method, "*requires that a ... user equipment unit* (UE) perform a location update ..."[6] A subscriber group method involves, "sending the list of

[3] MPEP § 2112 (IV) (internal quotation marks omitted)(emphasis in original).

[4] See Hogan, Background, Paragraphs 15-19.

[5] Id. at Paragraph 16 (emphasis added).

[6] Id. at Paragraph 32 (emphasis added).

allowed neighbor cells *to the user equipment unit* ..."[1] Clearly, none of these methods of handling access rights discloses or suggests roaming agreement information transferred independently of messages linked to calls or user equipment.

Finally, the cited portions of Hogan mention nothing about roaming restriction groups, except that they exist. Nowhere does Hogan explicitly, or inherently describe a roaming restriction group method of handling access rights where roaming agreement information is transferred independently of messages linked to calls or user equipment. For *at least* these reasons, Applicant submits that Hogan fails to disclose or suggest that roaming agreement information is transferred independently of messages linked to calls or user equipment, as claimed. Therefore, Applicant maintains that the rejection should be withdrawn.

Additionally, Applicant submits that independent claims 11, 13 and 16 are patentable at least based on reasons similar to those set forth above with respect to claim 1. Applicant submits that claims 2-10, 12, and 14-15 are patentable at least by virtue of their respective dependencies to from independent claims 1, 11, 13 and 16.

Further Applicant submits that the Examiner continues to allege that the fact that Hogan (paragraphs 12-13) recites "the core network and the radio access network communicate via the lu interface in the control plane" means that Hogan teaches "a method for controlling access rights in a cellular mobile radio system, comprising transferring roaming agreement information from a core network to a radio access network of said cellular mobile radio system".

Hogan (paragraph 19) reciting "the IMSI is received in the RNC from the core network (CN) in a RANAP COMMON IS message when a radio resource control (RRC) connection is setup", where RANAP COMMON ID message corresponds to one of the control plane messages

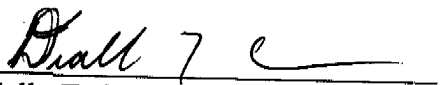
[1] Id. at Paragraph 20 (emphasis added).

sent on the lu interface, is not more relevant, in particular because the IMSI does not correspond to "roaming agreement information". Roaming agreements are agreements signed between operators of public mobile networks (PLMNs). Even if the IMSI of a mobile subscriber contains information (MCC, MNC) enabling one to know the operator/PLMN for this subscriber, this is of course not sufficient to enable one to know which roaming agreements this operator signs with other operators; other information ("roaming agreement information") is necessary for this. Paragraphs 15-19 of Hogan, which concern various techniques for handling access rights, do not disclose or suggest anything related to a transfer of "roaming agreement information" from the core network to the radio access network.

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,



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